Please check your proposal to make sure you have included all of the specifications in the RFP. These include, but are not limited to, the following:

- 1. Proposal should be signed in ink (Section III-B).
- 2. Specify the period of time your proposal is valid (Section III-B). It must be valid at least 60 days from August 1, 2003.
- 3. List any subcontractors (Section I-F, IV-A and IV-C).
- 4. Identify authorized expeditor (Section IV-D).
- 5. Include fax number for your office (Section IV-A).
- 6. Important Due Dates:

July 18, 2003 Questions due in writing to MDCD from potential bidders.

August 1, 2003 Proposals must be received by MDCD by 2:00 p.m.

7. Submit one original and four (4) copies each of the:

Technical Proposal (Section IV-G) must NOT include price (Section III-B)

Price Proposal (Section IV-G)

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SECTION I CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A <u>PURPOSE</u>

The purpose of this Request For Proposal (RFP) is to obtain quotations for the Michigan Department of Career Development, Office of Workforce Development to conduct the Mystery Shopper/Mystery Stopper program. The Mystery Shopper/Mystery Stopper program is a tool for assessing the quality of customer service delivered to the public through the Michigan Works! System. The Contractor will conduct telephone and on-site surveys of the approximately one-hundred (100) Michigan Works! Service Centers across the state to assess the delivery of employer and job seeker services. Each Michigan Works! Agency administers a variety of programs designed to help employers find skilled workers and assist job seekers in preparing for, finding, and retaining employment. The contract will be awarded for a three year period, renewable annually, based upon satisfactory contractor performance and funding availability.

The contract awarded from this solicitation will be a lump sum/fixed price contract.

I-B <u>ISSUING OFFICE</u>

This RFP is issued by the Michigan Department of Career Development (MDCD). The Michigan Department of Career Development is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The Michigan Department of Career Development is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Request For Proposals and any contract(s) awarded as a result of this Request. The Michigan Department of Career Development will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications concerning this procurement must be addressed to:

Wes Van Malsen Office of Contract and Grant Administration Michigan Department of Career Development 201 N. Washington Square, 7th Floor Lansing, Michigan 48913

I-C CONTRACT ADMINISTRATOR

Upon receipt of the properly executed Contract Agreement, it is anticipated that the person named below will be authorized to administer the contract on a day-to-day basis during the term of the contract:

Janice Cooper
Office of Workforce Development
Michigan Department of Career Development
201 N. Washington Square, 5th Floor
Lansing, Michigan 48913

I-D TERM OF CONTRACT

The Michigan Department of Career Development is not liable for any costs incurred by any bidder prior to signing of a contract by all parties. The activities in the proposed contract cover the period of approximately October 1, 2003 through September 30, 2006. The State fiscal year is October 1st through September 30th. The prospective contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to the terms and conditions of this Request and any resulting contract.

I-E PRIME CONTRACTOR RESPONSIBILITIES

The Prime Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that contractor performs them. Further, the Michigan Department of Career Development will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, responses to this RFP should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning the subcontractor's organizational abilities. The Michigan Department of Career Development reserves the right to approve subcontractors for this project and to require the Primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

I-F <u>NEWS RELEASES</u>

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written approval from the Michigan Department of Career Development; and then only in accordance with explicit written instructions. No results of the program are to be released without prior approval of the Michigan Department of Career Development and then only to persons designated.

I-G DISCLOSURE

All information in a bidder's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

I-H CONTRACT INVOICING AND PAYMENT

All invoices must reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Michigan Department of Career Development. Fifteen (15) percent of the total contract price will remain for final payment until after the work has been completed or the Michigan Department of Career Development has received the final report, whichever occurs later. <u>Bidders Please Note</u>: Rates quoted in response to this Request are firm for the duration of the proposed contract; no price increase will be permitted.

I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the Michigan Department of Career Development. Financial and accounting records shall be made available, upon request, to the Michigan Department of Career Development, its designees, or the Michigan Department of Auditor General at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

I-J <u>INDEMNIFICATION</u>

The Contractor shall indemnify and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- 1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this contract;
- 2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the contract;
- 3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this contract;
- 4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- 5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

6. any claim, demand, action, citation or legal proceeding against the State, its employees and agents incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or services supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

In any and all claims against the State, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under workers' disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories or risk, is not intended to limit the scope of indemnification under any other subclause.

I-K CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under the Contract/Purchase Order, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees.

- 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than their own employees, subject to limits of liability of not less than \$100,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- 5. Insurance for Subparagraphs 3 and 4 non-automobile hazards on a combined single limit of liability basis shall not be less than \$100,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract/Purchase Order.

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE MICHIGAN DEPARTMENT OF CAREER DEVELOPMENT, OFFICE OF CONTRACT AND GRANT ADMINISTRATION, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the contract number or purchase order number has been given to the Contract Administrator.

I-L <u>CANCELLATION</u>

CANCELLATION OF A CONTRACT by the State may be for a) default by the Contractor, b) lack of further need for the service or commodity, or c) insufficient funding. Default is defined as the failure of the Contractor to fulfill the obligations of the contract. In case of default by the Contractor, the Michigan Department of Career Development may cancel the contract immediately and procure the articles or services from other sources and hold the Contractor responsible for any excess costs incurred. In the event the Michigan Department of Career Development no longer needs the service or commodity specified in the contract due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the Michigan Department of Career Development may cancel the contract without further liability by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.

In addition, the Michigan Department of Career Development may immediately cancel the contract without further liability to the State, its departments, agencies and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.

I-M <u>DELEGATION AND/OR ASSIGNMENT</u>

The Contractor shall not delegate any duties under this contract to a subcontractor other than a subcontractor named in the bid unless the Contract Administrator has given written consent to the delegation. The primary contractor may not assign the right to receive money due under the contract without the prior written consent of the Contract Administrator.

I-N NON-DISCRIMINATION CLAUSE

In the performance of any contract resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The bidder further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, which is binding upon each subcontractor. This covenant is required pursuant to Acts 220 and 453 of the Public Acts of the State of Michigan of 1976, as amended, and any breach thereof may be regarded as a material breach of the contract.

I-O PRICES HELD FIRM

1. LENGTH OF TIME PRICES ARE TO BE HELD FIRM

A. All rates quoted in bidder's response to this RFP will be firm for the duration of the contract. No price changes will be permitted.

I-P MODIFICATION OF SERVICE

The Michigan Department of Career Development reserves the right to modify this service during the course of this contract. Such modification may include adding or deleting tasks which this service shall encompass and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the requested changes are subject to acceptance by the State. Changes may be increases or decreases.

IN THE EVENT CHANGES ARE NOT ACCEPTABLE TO THE MICHIGAN DEPARTMENT OF CAREER DEVELOPMENT, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-Q ACCEPTANCE OF PROPOSAL CONTENT

The contents of this document and the proposal will become contractual obligations, if a contract ensues. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1. This Michigan Department of Career Development RFP (including subsequent written clarification provided in response to questions raised at a pre-bid meeting or through correspondence) and any Addenda thereto;
- 2. Contractor's Response(s) to this RFP and Addenda
- 3 Final Executed Contract

Failure of the successful bidder to accept these obligations may result in cancellation of the award.

The Michigan Department of Career Development further reserves the right to interview the key personnel assigned by the successful bidder to this project and to recommend reassignment of personnel deemed unsatisfactory. The Michigan Department of Career Development reserves the right to approve subcontractors for this project and to require primary contractors to replace subcontractors who are found to be unacceptable.

The failure of a party to insist upon strict adherence to any term of a contract resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

Any contract resulting from this RFP may not be modified, amended, extended, or augmented, except in writing and executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

SECTION II WORK STATEMENT

II-A BACKGROUND/OVERVIEW

The Mystery Shopper/Mystery Stopper program was developed by the Michigan Department of Career Development (MDCD), Office of Workforce Development (OWD) as a tool for assessing the quality of customer service delivered to the public through the Michigan Works! System. Each local Michigan Works! Agency (MWA) within the system administers a variety of programs designed to help employers find skilled workers and to assist job seekers in preparing for, finding, and retaining employment. Telephone surveys and onsite visits will be conducted to assess the delivery of employer and job seeker services throughout the Michigan Works! System. Feedback will be made available to the MWAs based upon the Mystery Shopper/Mystery Stopper survey results.

The MDCD is soliciting bids for a contractor to conduct telephone and on-site surveys of the approximately one hundred (100) Michigan Works! Service Centers across the state. The contract awarded will be for a three year period, renewable annually, based upon satisfactory Contractor performance and funding availability.

II-B <u>OBJECTIVES</u>

The goal of this project is to conduct telephone surveys and on-site visits of <u>each</u> Michigan Works! Service Center to determine whether services are being delivered to employers and job seekers in accordance with MDCD policies, procedures, and the Michigan Works! System Minimum Standards (see Appendix A). A listing of MWA Service Centers and their locations can be found in Appendix B.

The integrity of the Mystery Shopper/Mystery Stopper project is dependent upon the Contractor successfully maintaining its anonymity. To ensure the authenticity of the data collected, the Contractor will design telephone surveys and on-site visit guides that present its surveyors as inquiring employers and job seekers to the Michigan Works! Service Centers. The content of the telephone surveys and on-site visits will be based upon the following sections of the Michigan Works! System Minimum Standards:

- Employer Core Services
- Job Seeker Core, Intensive, and Training Services

1. Mystery Shopper

Telephone surveying will be conducted on all of the MWA Service Centers. The surveyors must contact each service center posing as both a job seeker and employer. At a minimum, these calls will assess courtesy, professionalism, knowledge of services available, transfers to obtain additional information, and turn around time for requested information.

2. Mystery Stopper

On-site surveying will be conducted at all of the MWA Service Centers. It is required that the surveyors represent themselves as an employer in visits to at least thirty (30) percent of the service centers within <u>each MWA</u>. The surveyors are to portray themselves as job seekers in visits to the remaining seventy (70) percent. It is required that the surveyors represent themselves as having minimal computer skills and/or disabilities in visits to at least a portion of the service centers.

MDCD expects surveyors posing as employers to be treated with courtesy and professionalism. The surveyor should also be provided with information on the Career Portal, receive a demonstration, and be informed of the different types of services available.

Surveyors acting as job seekers, are expected be treated with courtesy and professionalism. The surveyors should be screened for services, be encouraged to enter their resumes on the Career Portal and receive any assistance necessary to complete that task. (The Contractor will be required use an identification number to enter resumes on the Career Portal and to delete the resumes entered on a daily basis.)

II-C TASKS

The following is a preliminary analysis of the major tasks involved in developing the end product of this project. The Contractor is not, however, constrained from supplementing this listing with additional steps, sub-tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

- 1. The Contractor will develop telephone surveys and on-site visit guides that will accomplish the objectives discussed in the previous section by portraying the surveyors as employers and job seekers. Instruments for evaluating the surveys will also be designed by the Contractor and should be structured in a scale format. (Example: A scale of 0 to 5, with 0 representing poor service and 5 indicating excellent service.) The Contractor must develop and submit all of the survey instruments to MDCD for review and approval before the surveying takes place.
- 2. The Contractor must conduct telephone surveys of <u>all</u> MWA Service Centers while posing as both an employer and a job seeker in calls to each location.
- 3. The Contractor must complete on-site surveys of <u>all MWA</u> Service Centers while posing as an employer and/or job seeker. The on-site visits must be conducted in accordance with the percentage requirements indicated in the previous section.
- 4. The Contractor will prepare and submit reports in the format approved by MDCD. The report format must be developed and submitted to MDCD for approval before surveying commences.
- 5. The Contractor will conduct follow-up surveys of all service centers that receive a rating of less than 70% on the service center's telephone survey or the on-site survey. The follow-up surveys will be conducted during the subsequent quarter in which the service center received the low rating.

II-D PROJECT REPORTS

1. Invoices

Invoices shall be submitted on a monthly basis. Fifteen (15) percent of the total yearly contract price will be withheld from the final payment and will be issued after the work has been completed and MDCD has received the final report.

2. Quarterly Analysis Reports

The contractor will be required to submit analysis reports to MDCD on a quarterly basis. The report shall be structured to reflect each MWA so that it allows MDCD to assess the extent to which each agency and its service centers are complying with the Minimum Standards. The quarterly analysis reports must be submitted within twenty (20) days after the end of each quarter and shall be structured to contain the following information:

- A listing by MWA of the service centers surveyed during the quarter;
- Indication of which role the surveyor portrayed: employer or job seeker;
- Indication of additional characteristics the surveyor portrayed: a person with disabilities, limited computer skills, etc.;
- Method by which each survey was conducted: via telephone call or on-site visit; and
- Surveys findings: whether the agency staff was courteous, knowledgeable, etc.

The Contractor shall develop the report format and submit it to MDCD for approval before surveying begins.

3. Final Analysis Report

The final analysis report shall be structured in the same manner as the quarterly analysis, summarizing all of the survey data collected into one report. The Contractor shall submit the final analysis report to the Contract Administrator within thirty (30) days from the completion date of each contract year.

SECTION III BIDDING INFORMATION

III-A PRE-BID MEETING/QUESTIONS

A pre-bid meeting will not be held. Questions from vendors concerning the specifications in this RFP **MUST** be submitted, in writing, no later than 4:00 p.m. on <u>July 18, 2003</u> to:

Wes Van Malsen Contract and Grant Administration Michigan Department of Career Development 201 N. Washington Square, 7th Floor Lansing, Michigan 48913

Questions must arrive in the office of the MDCD no later than the date and time specified above. Questions received after this date and time will not be answered. The MDCD will <u>not</u> respond to telephone inquiries or visitation by bidders or their representatives. All questions must be put in writing and written responses will be posted on the MDCD website during the week of July 21, 2003. **Questions may be submitted via facsimile machine to (517) 241-6683.**

III-B PROPOSALS

To be considered, each bidder must submit a COMPLETE response to this RFP, using the format provided in Section IV. <u>In addition, a Price Proposal must be submitted separately in a sealed envelope.</u> No other distribution of proposals is to be made by the bidder. The <u>Technical Proposal should be signed in ink</u> by an official of the bidding organization authorized to bind the bidder to its provisions. The <u>Technical Proposal itself must include a statement as to the period during which the Technical Proposal remains valid.</u> This period <u>must be at least sixty (60)days from the due date</u> for responses to this RFP. However, the rates quoted in the Price Proposal remain firm for the period indicated in Sections I-O and IV-G.

III-C ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

III-D SELECTION CRITERIA

Responses to this RFP will be evaluated based upon the following criteria:

1. Step I - Threshold Requirements

- a. Proposal must be signed in ink;
- b. Proposal must be submitted by the time deadline indicated;
- c. Proposal must be submitted in the format required in the RFP;
- d. Proposing agency must have no outstanding liability or debts with the MDCD.

2. Step II - Proposal Review

Those proposals passing the threshold requirements will be evaluated based upon a review of their Technical Proposal. The evaluation criteria is as follows:

- a. Previous Demonstrated Experience (50 points)
- b. Narrative Descriptions and Proposed Delivery of Services (35 points)
- c. Management and Staff Qualifications (15 points)

MDCD will evaluate all proposals passing the threshold requirements on a best value basis. Any contract awarded as a result of this RFP, will be to the bidder that offers the most responsible and responsive proposal to the department. The bidder's proposal that is determined to be the best qualified and whose bid price is found to be reasonable will be given first consideration for award.

III-E <u>INDEPENDENT PRICE DETERMINATION</u>

- 1. By submission of a proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

- 2. Each person signing the proposal certifies that she/he:
 - a. Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to l.a., b., and c. above; or
 - b. Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to l.a., b., and c. above.
 - c. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify l.a., c., or 2. above. If l.b. has been modified or deleted, the proposal will not be considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the MDCD determines that such disclosure was not made for the purpose of restricting competition.

III-F CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to questions or concerns raised by potential bidders through correspondence will be put in writing to each vendor. The MDCD will not respond to telephone inquiries or visitation by bidders or their representatives. The MDCD does not commit to answering questions received after the date and time specified in Section III-A.

III-G AWARD

The MDCD reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the Department Director's judgment, the best interest of the State will be so served. All submitted proposals will be evaluated on a best value basis. Any contract awarded, will be to the bidder that offers the most responsible and responsive proposal. The bidder's proposal that is determined to be the best qualified and whose bid price is found to be reasonable will be given first consideration for award.

III-H MINORITY/WOMEN/HANDICAPPER SUBCONTRACTING

To help insure participation on State contracts by minority, women and handicapper owned and operated businesses, the State of Michigan strongly encourages companies, when responding to Request For Proposals and Request For Quotations, to subcontract with certified minority, woman and handicapper owned and operated businesses.

Bidders should indicate in their response the names, addresses, and type of work assigned for each proposed minority/women/handicapper owned and operated firm, which will be a subcontractor. The total amount and/or percentage of dollars to be paid to such subcontractor(s) should be included with the price submission.

SECTION IV INFORMATION REQUIRED FROM BIDDERS

All proposals are to be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those considered by the vendor to be essential to a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified with appropriate headings:

IV-A COVER/SIGNATURE PAGE

Attachment 1, Cover/Signature Page, must be prepared as the first page of the proposal. Please provide identifying information about the organization and the project contact person that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. **DO NOT INCLUDE A COVER LETTER OR PUT PROPOSAL IN A NOTEBOOK OR BINDER**.

IV-B <u>AGENCY BACKGROUND AND CAPABILITIES</u>

Complete Attachment 2. This information will provide the MDCD an overview of the proposer's background and previous experience in the delivery of services as related to the request of this proposal.

IV-C TECHNICAL PROPOSAL NARRATIVE

Complete Attachment 3.

1. Process

Describe the process by which the surveying will be conducted, including an estimated number of telephone contacts and on-site visits to be conducted during each quarter. Also describe the process by which the contractor will maintain its anonymity during the course of the surveying.

If any support is to be provided by a subcontractor, said subcontractors are to indicate their capability and willingness to carry out the work.

2. Prior Experience

Indicate prior experience of your firm, which you consider relevant to the successful accomplishment of the project defined by this RFP. Include sufficient detail to demonstrate the relevance of such experience.

Proposals submitted should include, in this section, descriptions of qualifying experience, including project descriptions, costs, and starting and completion dates of projects successfully completed. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted.

3. Project Staffing

Identify key personnel who will be responsible for the project. Describe the key personnel's background and qualifications. (Resumes may be substituted to clarify qualifications only).

4. Subcontractors

List all subcontractors, including firm name and address, contact person, and a complete description of work to be subcontracted. Include descriptive information concerning the subcontractor's organization and abilities.

IV-D <u>LINE-ITEM BUDGET</u>

Complete Attachment 4. All costs related to this project are to be included within the line-item budget. The line-item budget should be detailed to include:

- Costs for oversight of the project (costs of persons not directly related to conducting the surveys);
- Staffing costs for conducting the surveys;
- Benefits for staff conducting the surveys;
- Cost of supplies and materials:
- Mileage;
- Lodging;
- Meals; and
- Other costs (must be explained)

IV-E BIDDER'S AUTHORIZED EXPEDITER

Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the State.

IV-F ADDITIONAL INFORMATION AND COMMENTS

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

IV-G PRICE PROPOSAL

LENGTH OF TIME PRICES ARE TO BE HELD FIRM - Prices quoted in the budget are for the maximum three-year period from the date the contract becomes effective. Prices will be held firm over the contract period.

<u>Independent Price Determination</u>. Include a statement substantially as follows:

"This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled 'Independent Price Determination' in Part III of the RFP to which this proposal is a response."

IV-H PROPOSAL SUBMITTAL

Submit <u>one signed original and four copies</u> of your proposal in accordance with the following instructions:

The address for proposals submitted by <u>CONTRACT CARRIER</u>, <u>COURIER DELIVERY</u>, or <u>PERSONAL DELIVERY</u>, or <u>U.S. POSTAL SERVICE</u> is:

Wes Van Malsen Contract and Grant Administration Michigan Department of Career Development 201 N. Washington Square, 7th Floor Lansing, Michigan 48913

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